

**Section 16.** As medical qualifications, restrictions and associated procedures may be modified and no such potential modifications have been discussed nor could have been contemplated, the Union reserves the right to mid-term negotiations. Any such negotiations shall be in accordance with Article 7 of this Agreement.

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C. J. 25/05  
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[Signature]

## ARTICLE 67 TRAINING

**Section 1.** If an employee's developmental training is interrupted for thirty (30) days or more, the employee shall be granted sufficient training time to attain the level of proficiency he/she had at the time of the interruption, prior to the resumption of the remaining allotted training hours. The employee's evaluations and/or training reports shall be used by the Agency to determine when the employee's former level of proficiency has been re-attained.

**Section 2.** Pending the availability of funds, the Agency may establish outside career development training programs to support employees pursuing academic degrees that support specific organizational and mission related requirements.

All programs are subject to the provisions of HRPM LD-5.11, Continuous Learning- Formal Education, and HRPM LD-5.5, Learning and Development-Administration.

**Section 3.** Remedial training is training provided to correct specific identified operational deficiencies. When an employee is to be given remedial training, he/she shall be notified, in writing, of the specific areas to be covered and the reasons therefore. Any remedial training shall be conducted in accordance with FAA Order 3120.4.

**Section 4.** Employees may voluntarily enroll in FAA directed study courses designed to improve their work performance, expand their capabilities, and increase their utility to the Agency. Through the FAA Academy, employees may participate in a multi-disciplined approach to distance learning, which includes Web Training such as e-Learning and Computer-Based Instruction (CBI) as well as the Correspondence Study Program. The agency may allow personnel to devote duty time to the study of these courses.

**Section 5.** In the event the Agency issues a waiver to any of its training directives, the waiver shall be issued in writing and a copy shall be forwarded to the Union at the corresponding level.

**Section 6.** The purpose of the training review process is to ensure that all opportunities for training success were utilized while maintaining the integrity of the training program in accordance with FAA Order 3120.4. When a training review board is convened, the Union shall have the opportunity to designate a participant to serve as a member of the board. The Agency shall notify the Union of the date, time and location of the training review board. The review board process shall not be unreasonably delayed pending designation and assignment of a Union participant to the board.

If the employee meets with the training review board, and the employee reasonably believes disciplinary/adverse action may result from such meeting, the employee may be accompanied to the meeting by a Union representative in accordance with Article 6 of this Agreement.

**Section 7.** Unless expressly contained in this agreement, any proposed changes to FAA Order 3120.4 or any other Law, Rule, Regulation, or any Order dealing with Training, are subject to negotiations in accordance with Article 7 of this Agreement.

**ARTICLE 68**  
**ON-THE-JOB-TRAINING**

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**Section 1.** Premium pay shall be paid at the rate of ten (10) percent of the applicable hourly rate of basic pay times the number of hours and portions of an hour during which the employee is providing on-the-job-training while the employee receiving training is directly involved in the separation and control of live traffic or training on a position in the TMU/ATCSCC/USNOF.

**Section 2.** Employees shall be provided time to conduct debriefings as soon as possible following each training session.

**Section 3.** The Agency agrees to supply a current list and updates of all OJTIs to the Facility Representative.

**Section 4.** When other qualified employees are available, Union representatives shall not be required to perform OJT duties.

**Section 5.** A Union representative shall be a member of the panel designated by the Agency to recommend OJTI candidates. The panel shall forward its recommendations to the Air Traffic Manager (ATM) or his/her designee for selection. The Agency retains the right to select OJT instructors.

**Section 6.** Employees who are not selected to be an OJTI, upon request, shall be advised in writing of the reasons for non-selection. When applicable, specific areas the employee needs to improve to be considered for an OJTI position shall be identified.

**ARTICLE 70  
PARKING**

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**Section 1.** Parking accommodations at FAA occupied buildings and facilities shall be governed by applicable laws and regulations. This space shall be equitably administered among employees in the bargaining unit. There shall be adequate parking spaces at each facility where there are employees with bona fide physical handicaps.

**Section 2.** At parking facilities under control of FAA, the Agency shall establish procedures which shall allow employees to enter and exit freely without requiring them to wait unreasonably.

**Section 3.** At those Agency owned or leased parking areas in locations of known sustained low temperatures, zero degrees Fahrenheit or below, the Agency agrees to provide and maintain an adequate number of outdoor electrical outlets for the use of bargaining unit employees. Where outdoor electrical outlets are provided, the Agency shall ensure that the outlets are activated at temperatures of twenty (20) degrees Fahrenheit or below. This provision shall also apply to any future acquired parking areas.

**Section 4.** When the temperature at a location is less than ten (10) degrees Fahrenheit, the Agency may allow an early vehicle start.

**Section 5.** When two (2) or more facility parking spaces are reserved for air traffic, other than those reserved for government cars, visitors and handicapped individuals, a space shall be made available to the Facility Representative.

**Section 6.** When parking is under the Agency's control, every reasonable effort shall be made to provide safe and appropriately lighted, adequate parking at no cost to the employee. The Agency agrees to exercise reasonable care in maintaining the security of the area and vehicles, to the extent of its authority. When parking is not under the control of the Agency, every reasonable effort will be made to obtain parking as close to the facility as possible.

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**ARTICLE 71**  
**EMPLOYEE SERVICES**

**Section 1.** The Union shall have the right to have a member on the cafeteria committee where such a committee exists or is established.

**Section 2.** The Agency will provide a microwave oven and a refrigerator at each facility. At facilities with more than one hundred (100) employees, the Agency will provide an additional microwave oven and refrigerator. A coffee maker will be provided at all facilities except when specifically prohibited by food service contractual requirements.

**Section 3.** The Agency shall maintain clean and adequately stocked restrooms at all of its facilities.

**Section 4.** At facilities with kitchens, the Agency shall maintain an adequate stock of cleaning supplies.

**Section 5.** At facilities where proceeds from vending and recreational machines do not go exclusively to the contractor, the Union shall have the right to designate a representative on the employee committee overseeing the distribution of those proceeds.

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**ARTICLE 72  
CALENDAR DAYS**

**Section 1.** Unless specified to the contrary, whenever the term "days" is used in this Agreement, it shall mean calendar days.

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**ARTICLE 73  
SUBSTANCE TESTING**

**Section 1.** All substance testing (drug and alcohol) conducted by the Agency shall be done in accordance with applicable laws, DOT Order 3910.1, the DOT Drug and Alcohol Testing Guide, and this Agreement.

**Section 2.** The Principal Facility Representative or his/her designee shall be notified of the arrival at the facility of the collector/Breath Alcohol Technician (BAT) for the purposes of conducting substance testing of bargaining unit employees. The Agency shall advise the principal representative or his/her designee of the maximum number of employees to be tested. Absent an emergency or other special circumstance, the Principal Facility Representative, or his/her designee, will be released for the purpose of performing representational duties. The representative, or his/her designee, will be notified when substance testing has been completed. Upon request, the Agency will inform the representative of the number of people tested at the facility and the number of employees to be rescheduled. The Union may request a copy of the annotated test list, in writing. All privacy data will be removed from the copy prior to delivery to the Union.

**Section 3.** An employee who wishes to have a Union representative present during the testing process shall be permitted to do so, provided a representative is readily available, and the collection/test is not delayed. The employee shall notify the supervisor of the his/her wish to obtain representation as soon as the employee learns that he/she is to be tested. The representative will be permitted to observe the actions of the collector/BAT, but will not interrupt or interfere with the collection process in any manner. The employee will be allowed to confer for a reasonable period of time not to exceed ten (10) minutes prior to and ten (10) minutes immediately after the sample collection process has been completed.

**Section 4.** The Union at the national level shall be given a copy of the Agency's quarterly substance abuse statistical report, and a copy of the results of the testing of quality control specimens provided to the testing laboratory by the Department of Transportation. In addition, one (1) Union representative shall be permitted to accompany officials of the Agency on an inspection of the testing laboratory once a year, if the Agency conducts such an inspection.

**Section 5.** Employees will be given notice privately where and when to appear for substance testing.

**Section 6.** The Agency recognizes its obligations under the Privacy Act with respect to information about bargaining unit employees and their connection to substance testing including non-disclosure by collectors/contractors.

**Section 7.** The Agency shall ensure that employees are selected for substance testing by nondiscriminatory and impartial methods so that no employee is harassed by being treated differently from other employees in similar circumstances. If for any reason a substance test is declared invalid, the test will be treated as if it had never been conducted. Employees shall not be selected for testing for reasons unrelated to the purposes of the program.

**Section 8.** All equipment used for alcohol testing shall meet the requirements and standards as specified in the DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide. Upon written request, the Union shall be given a copy of the results of calibration checks for equipment used for alcohol testing. The request must include the specific site location(s) (with acronym(s))

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spelled out) and specific date(s) that testing occurred. If any testing equipment is found to be out of tolerance calibration as specified in Chapter VI, DOT Order 3910.1, every test result of 0.02 or above obtained on the device since the last valid external calibration check shall be invalid.

**Section 9.** The Agency shall ensure that the HHS Mandatory Guidelines regarding proper storage, handling and refrigeration of urine samples prior to testing are followed.

**Section 10.** Testing will be conducted in a secure, sanitary area, and the privacy and dignity of the employee will be respected.

**Section 11.** Employees will be notified of drug test results within a reasonable period of time, normally five (5) working days, of receipt of the results by the Drug Program Coordinator (DPC). Failure to comply with this time frame will not invalidate the results. Alcohol test results shall be made available to the employee at the time of testing. Notification of test results shall be handled in a confidential manner. Such results shall only be disclosed as provided for in DOT Order 3910.1 and this Agreement.

**Section 12.** Only employees who are in a duty status shall be subject to substance testing.

**Section 13.** Post accident/incident testing shall only be conducted on employees whose work performance at or about the time of the covered event, as described in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, provides reason to believe that such performance may have contributed to the accident or incident, or cannot be completely discounted as a contributing factor to the accident or incident. If an employee is held past his/her shift end time, he/she will be paid overtime in accordance with this Agreement.

In extenuating circumstances (for example, child care arrangements), an employee identified for post-accident testing may request approval to leave the facility if the collector/BAT has not arrived at the facility or will not be arriving shortly. The employee will be required to sign a statement that he/she will not consume alcohol for up to eight (8) hours of the time of the covered event and that he/she must return to the facility for testing when called back.

**Section 14.** When reasonable suspicion exists that an employee has violated the substance prohibitions contained in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, the Agency may require that an employee submit to substance testing. Reasonable suspicion must be based on specific objective facts and reasonable inferences drawn from these facts in the light of experience. Reasonable suspicion does not require certainty, but mere "hunches" are not sufficient to meet this standard. At the time an employee is ordered to submit to substance testing based on a reasonable suspicion, he/she will be given a written statement setting out the basis for establishing reasonable suspicion. In the event that a reasonable suspicion test produces a negative result, any references to reasonable suspicion including, but not limited to the written statements, shall be expunged from all formal and informal files. This does not preclude the maintenance of those records required by DOT regulations.

**Section 15.** In accordance with DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, each urine specimen shall be split into two specimen bottles using the split specimen procedure. If the Medical Review Officer verifies the primary specimen bottle (bottle A) is positive, substituted and/or adulterated, the donor may request through the MRO or Field MRO, that the split specimen bottle (bottle B) be tested in another HHS-certified laboratory, under contract with DOT, for the presence of drugs for which a positive result was obtained in the test of bottle A. Only the donor can make such request. Such request shall be honored if made within

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seventy-two (72) hours of the donor having received notice that his/her primary specimen tested positive and was verified.

**Section 16.** If an employee fails to provide an appropriate amount of urine in accordance with the DOT Drug and Alcohol Testing Guide, the employee will be given a reasonable period of time to provide a specimen. The employee will be allowed an appropriate amount of time, in accordance with the DOT Drug and Alcohol Testing Guide, from the time the last donor to be tested is notified to provide a specimen. The inability of an employee to provide an amount of breath sufficient for alcohol testing purposes shall be handled in accordance with Order 3910.1.

**Section 17.** Every reasonable effort shall be made to accommodate employee requests for annual or sick leave immediately upon completion of a drug test in order to allow the employee to secure back-up testing in a timely manner. Individuals who are granted such leave may be required, upon request, to provide proof that back-up testing was accomplished. Employees are not required to provide the results of such tests.

**Section 18.** In the event of a confirmed positive alcohol test of .02 or higher, the Agency shall, upon written request, provide to the employee and the Union the maintenance and calibration history of the equipment used and the BAT's last certification.

**Section 19.** There shall be no local or regional supplements to this Article.

**Section 20.** Nothing in this Article shall be construed as a waiver of any employee, Union, or Agency right.

**Section 21.** Unless expressly contained in this agreement, any proposed changes to DOT Order 3910.1, the DOT Drug and Alcohol Testing Guide or any other law, rule, regulation, or any order dealing with drug and/or alcohol testing, are subject to negotiations in accordance with Article 7 of this Agreement.

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## ARTICLE 74 CRITICAL INCIDENT STRESS MANAGEMENT (CISM)

**Section 1.** The Agency has established a Critical Incident Stress Management (CISM) Program which is designed to proactively manage the common disruptive physical, mental and emotional factors that an employee may experience after a critical incident (i.e., accidents/incidents, such as an aviation disaster with loss of life, the death of a co-worker, acts of terrorism, bomb threats, exposure to toxic materials, prolonged rescue or recovery operations and natural disasters such as earthquakes and hurricanes). Upon request, an employee involved in or witnessing a critical incident shall be relieved from operational duties as soon as feasible.

**Section 2.** The Agency's CISM Program is an educational process designed to minimize the impact of a critical incident on employees. It is not intended to evaluate employees in terms of gathering factual information about employee performance or to be a mechanism for psychological assessment.

**Section 3.** The CISM Program will include fifteen (15) Peer Debriefers appointed by the Union for the purpose of responding to critical incidents and providing peer support. From within this team, the Union, at the national level, will designate up to four (4) national CISM coordinators to work with jurisdictional EAP Managers to arrange for critical incident response.

**Section 4.** CISM training will be provided to the Union designees referenced in Section 3 of this Article on duty time, if otherwise in a duty status, and shall entitle the participants to travel and per diem allowances. The Agency agrees to adjust the schedule(s) of participants to allow them to participate in a duty status.

**Section 5.** Whenever the Agency determines to send out a CISM team, the Union designee shall be relieved as soon as operational requirements permit from his/her normal duties to immediately proceed to the scene. The Agency shall adjust the Union designee's schedule to allow for travel and participation in CISM team activities on duty time. Travel and per diem expenses shall be authorized for the CISM team member.

**Section 6.** The principal Facility Representative or his/her designee will be notified a reasonable time in advance whenever employees will be required to attend mandatory educational briefings as part of the CISM process, and will be provided the opportunity to attend.

**Section 7.** When a determination is made to conduct an educational briefing following a critical incident, all affected employees will be notified and will be required to attend. Upon completion of the mandatory educational briefing, employees will be notified that a licensed counselor from the Agency's Employee Assistance Program (EAP) contractor and a Peer Debriefing will be available for bargaining unit employees who request to participate in a Critical Incident Stress Debriefing (CISD). An employee's participation in a CISD after the mandatory educational briefing is voluntary. The use of the EAP services will be provided in accordance with the provisions of Article 57 of this Agreement and applicable Agency directives. If requested, bargaining unit employees shall only receive peer support from other bargaining unit employees.

**Section 8.** Within one (1) year of the signing of this Agreement, the Parties shall develop and provide instructional material to all bargaining unit employees about the Agency's CISM program. Participants shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem for the development of this material.

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**Section 9.** The CISM Program shall be administered in accordance with applicable Agency directives and this Agreement.

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**ARTICLE 75**  
**INJURY COMPENSATION**

**Section 1.** The Agency agrees to comply with the provisions of the Federal Employees Compensation Act (FECA) and other pertinent regulations promulgated by the Office of Worker's Compensation Programs (OWCP) when an employee suffers an occupational disease or traumatic injury in the performance of his/her assigned duties.

**Section 2.** Once annually, the Agency shall brief all employees on existing requirements and proper procedures for reporting such injuries on Agency forms such as FAA Form 8500-8.

**Section 3.** The Union at the national level will designate one (1) OWCP Claims Representative who, absent an emergency or other special circumstance, will be granted twenty-four (24) hours of official time each year to attend an OWCP class sponsored by the Department of Labor. Participation in OWCP classes is for the purpose of maintaining a current working knowledge of OWCP regulations and requirements. The Union's OWCP Claims Representative shall be afforded a bank of one-hundred and four (104) hours of official time per year, not to exceed eight (8) hours per pay period, to perform OWCP Representational functions. Absent an emergency or other special circumstance, the grant of this time shall be approved upon request.

**Section 4.** The Agency shall maintain an inventory of Federal Employees' Compensation Act (FECA) claim forms at all air traffic facilities. Copies of current OWCP regulations, directives and guides, if available, shall be made accessible to employees. The Agency shall assist employees in completing all forms necessary to ensure proper and prompt adjudication of their claim.

**Section 5.** If the employee incurs medical expense or loses time from work beyond the date of injury, including time lost obtaining examination and/or treatment from the employing agency medical facility, the Agency shall submit Form CA-1 to the OWCP District Office as soon as possible but no later than ten (10) working days from the date of the receipt of the CA-1 from the employee. In the case of occupational disease, the completed CA-2 shall be submitted to the OWCP District Office within ten (10) working days from the date of receipt from the employee. CA-1 and CA-2 forms shall not be held for receipt of supporting documentation.

**Section 6.** If, through no fault of the employee, the Agency has failed to submit the CA-1 form in a timely manner which has resulted in lost leave and/or wages for the employee, the Agency shall restore the lost leave and/or wages if the following conditions are met:

- a. The Agency has failed to submit the completed CA-1 form to OWCP District Office within ten (10) working days as defined by 20 CFR 10.110; and
- b. The employee has lost leave and/or wages as a result of the Agency's delay.

This Section does not apply to employees whose OWCP claim has been denied by the Department of Labor.

**Section 7.** The employee is entitled to select the physician or medical facility of his/her choice which is to provide treatment following an on-the-job injury or occupational disease. The Agency may make its own facilities available for examination and treatment of injured employees, however, use of its facilities shall not be mandated to the exclusion of the employee's choice. The Agency may examine the employee at its own facility in accordance with 20 CFR 10.324, but the employee's choice of physician for treatment shall be honored, and treatment by the employee's physician shall

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not be delayed. The employee will not be required to submit to an examination by the Agency until after treatment by the employee's choice of physician or medical facility.

**Section 8.** Injured employees are entitled to civil service retention rights in accordance with 5 USC 8151.

**Section 9.** The Agency may only controvert claims for Continuation of Pay (COP) in accordance with 20 CFR 10.220. When requested, copies of the completed Form CA-1 showing controversion and all accompanying detailed information the Agency submits in support of the controversion shall be provided to the employee.

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**ARTICLE 76**  
**NEW FACILITIES/CURRENT FACILITY EXPANSION/CONSOLIDATION/**  
**COLLOCATION**

**Section 1.** Once the National Change Proposal (NCP) has been approved to build a new ATC facility, or combine several ATC functions/facilities at a new or into an existing location pursuant to the Capital Investment Plan (CIP), the Union shall be notified in writing at the national level. For the construction of new facilities not covered by the CIP, or the expansion or remodeling of an existing facility, the Union, at the appropriate level, shall be notified in a reasonable amount of time in advance of the proposed construction start.

**Section 2.** At a mutually agreed upon time after the signing of this Agreement, the Agency will brief the Union at the national level of any projects currently under construction, or being implemented.

**Section 3.** If the Agency decides to establish a transition committee(s) or work group(s) for those matters referenced in Section 1 of this Article the procedures of Article 48 shall apply.

**Section 4.** At new or existing locations where current facilities will be collocated each individual facility will, at the discretion of the Union, remain separate and distinct for union recognition and representation purposes.

**Section 5.** As the specifics of any new facilities, current facility expansions, consolidations or collocations have not been discussed nor could have been contemplated, the Union reserves the right to mid-term negotiations. Any negotiations shall be in accordance with Article 7 of this Agreement.

**Section 6.** Nothing in this Article shall be construed as a waiver of any Union or Agency right.

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**ARTICLE 77  
ASBESTOS**

**Section 1.** At intervals not greater than every nine (9) months, the Agency shall conduct an inspection of asbestos containing building materials (ACBM) and air monitoring for airborne asbestos fibers in accordance with OSHA/EPA protocol, in all facilities known to contain friable asbestos-containing materials (ACM) or non-friable ACM which is likely to become friable, whether exposed or contained internally in the construction of the facility. Upon request, the principal Facility Representative or his/her designee shall be allowed to observe the test process and shall receive a written copy of the results. All testing shall be conducted by a certified contractor specializing in asbestos/air quality monitoring. The Union, at its own expense, may designate an Industrial Hygienist to observe all air monitoring activities conducted by the Agency's certified contractor.

**Section 2.** In the event that a facility is planning a construction project which may cause the release of airborne asbestos fibers in areas frequented by bargaining unit employees, the principal Facility Representative, or designee shall be given a pre and post briefing on the construction project. Additionally, the principal Facility Representative will be permitted to attend any management briefings at the Facility concerning air sampling and monitoring information. If, during the construction project, there is a release of airborne asbestos fibers, the Principal Facility rep or designee shall be immediately notified, will receive periodic progress reviews as appropriate, and will be provided copies of all documents concerning the release. Upon request, the Principal Facility Representative shall be given an explanation of these reports. In addition, NATCA may appoint a Representative on each shift to receive copies of all air monitoring reports as soon as they can be made available. Upon request, NATCA's Hygienist shall be permitted to attend meetings under this Section.

**Section 3.** The objectives of air monitoring by the Agency in connection with construction projects are as follows:

- a. To establish baseline fiber levels in affected occupied space;
- b. To determine if fiber levels are above established baseline levels are present in these occupied spaces; and
- c. To determine if correlations exist between routine activities and any increase above baseline.

Baseline fiber levels at each facility shall be established by the Agency in consultation with NATCA's Certified Industrial Hygienist.

**Section 4.** Powered air purifying respirators will be maintained in serviceable condition at each facility. The Agency will ensure that all employees are trained in the use of this equipment prior to construction in accordance with applicable law. The Agency will make every effort to ensure a safe working environment so as to preclude the need to use this equipment. However, in the sudden release of airborne asbestos fibers or if Agency-conducted air monitoring indicates fiber levels can reasonably be expected to meet or exceed the OSHA permissible exposure limits, essential employees in affected occupied spaced will be directed to wear respirators. At this time, all non-essential employees will be removed from affected occupied spaces as soon as operational conditions permit. A determination to evacuate employees will be based on operational needs

and Agency-conducted air monitoring levels that meet or exceed the OSHA permissible exposure limits.

- a. In accordance with applicable law, training with the respirators will include a "hands-on" session at which controllers will be allowed to wear the respirators to become familiar with the proper technique and method of usage. In addition, the Agency will conduct tests in the DYSIM lab to evaluate the ability of controllers to work live traffic while wearing the respirators. NATCA will be allowed to observe and participate in these tests.
- b. In the event that an operational error or deviation occurs while a respirator is being worn, the Agency will take this factor into account in determining responsibility for the error or deviation and what corrective action is appropriate.

**Section 5.** Any evidence of visible release or airborne asbestos contamination, in excess of FAA/OSHA safety limits, shall result in immediate control steps by the Agency to abate the hazard caused by the asbestos. The Agency shall retain an asbestos abatement contractor as soon as possible.

**Section 6.** The Agency and all abatement contractors hired must comply with all applicable OSHA, EPA, FAA, local, and state regulations regarding asbestos. Contractors directly involved in the abatement process must be certified by their local and state governments.


**Section 7.** If protection measures will not provide adequate protection of occupants, the Agency will relocate bargaining unit employees outside of the affected work area while asbestos removal or renovation work is being done. This includes any work where asbestos may be disturbed due to construction activity.

**Section 8.** In the event that relocation is not required/possible, the abatement contractor will seal off the abatement area, when required, with a negative pressure enclosure. When negative enclosures are used, the contractor will ensure and maintain negative pressure at all times.

**Section 9.** Decontamination facilities will be provided for all abatement workers and strict decontamination procedures will be enforced to insure that workers cannot bring asbestos outside of the enclosure.

**Section 10.** Bargaining unit employees who work in facilities known to contain asbestos will receive asbestos awareness training before any major renovation or removal project in their workplace.

**Section 11.** The contractor will be required by the Agency to take air samples every day by Phase Contrast Microscopy (PCM) both inside and outside the containment. Sample results will be posted the day they are received. All data and reports from the laboratory will be shared with NATCA as soon as they are received. Representative personal monitoring shall also be conducted in accordance with the model contingency plan on at least one (1) employee in areas occupied by bargaining unit employees. Due to the potential noise level of the monitor and its associated distractions, any bargaining unit member who volunteers to wear the monitor shall, if operational requirements permit, be assigned to a non-control position for the period in which such monitoring occurs.

  
**Section 12.** The abatement area cannot be reoccupied until it has passed a visual inspection and met a clearance air sampling criteria, e.g., by PCM or Transmission Electron Microscopy (TEM), in accordance with applicable regulations.

**Section 13.** The Union, at its own expense, may designate an Industrial Hygienist to observe the work of the abatement contractor.

Upon request, the Union will be given the air sampling slides for validation by an accredited laboratory, either on- or off-site. These materials will be returned to the Agency with a written chain-of-custody record covering the period during which they were outside the possession of the Agency. Upon request, the Union's Hygienist will be given the opportunity to validate, through an accredited laboratory, any air samples collected by the Agency. The Union's Hygienist will be allowed to perform side-by-side TEM air monitoring on a random basis, on days and times to be determined by the Union, at the Union's expense. The Parties will exchange copies of all reports, records, memoranda, notes and other documents prepared by the Agency, the Agency's contractor, the Union, the Union's Hygienist and the Union's accredited laboratory. The Union will give the Agency advance notice of visits by its Hygienist.

**Section 14.** Bargaining unit employees who have been exposed to levels equal to or greater than OSHA permissible exposure limits shall be eligible for medical surveillance programs paid for by the Agency, in accordance with OSHA standards/FAA directives.

**Section 15.** The Agency recognizes its obligation to comply with the requirements of 29 CFR in connection with all facets of asbestos abatement operations. Asbestos abatement will comply with OSHA Standards 1910 and 1926, FAA Order 3900.19, the Agency's O&M Plan, and the appropriate facility Model Asbestos Abatement Contingency Plans.

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**ARTICLE 78**  
**ACQUIRED IMMUNO-DEFICIENCY SYNDROME (AIDS)**

**Section 1.** Employees infected by the Human Immuno-deficiency Virus (HIV), or with Acquired Immuno-Deficiency Syndrome (AIDS) shall be allowed to work free from discrimination on the basis of their medical condition. Under the provisions of 29 CFR 1614.203, qualified handicapped bargaining unit employees will be reasonably accommodated, in accordance with the Rehabilitation Act of 1973, as amended.

It is the employee's responsibility to provide medical information regarding the extent to which a medical condition is affecting availability for duty or job performance to enable the Agency to reasonably accommodate the employee.

**Section 2.** The Parties agree that medical documentation and other personal information related to the medical condition of bargaining unit employees with AIDS or HIV positive, shall be treated in a way to protect confidentiality and privacy. Except as follow-up to an identified medical condition, AMEs shall not inquire as to the potential HIV/AIDS status of a bargaining unit employee.

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**ARTICLE 79**  
**FARE SUBSIDIES FOR EMPLOYEES**

**Section 1.** Public Law 101-509 of the Treasury, Postal Service and General Government Appropriations Act of 1991, provides for a rules change to government policy in that the Agency can subsidize an employee's cost of commuting to and from work.

**Section 2.** Fare subsidies shall be provided in conjunction with programs established by state and/or local governments as provided for in DOT Order 1750.1 and any subsequent changes to that order. The monthly benefit shall not exceed the amount established in these orders or the local monthly cost of public mass transportation, whichever is less.

**Section 3.** Employees using public mass transportation are eligible to participate in fare subsidies. Only employees who are not named on a work-site motor vehicle parking permit with DOT or any federal agency, and who commute via public mass transportation, may participate in this program.

**Section 4.** Applications for subsidy under this Article will be approved at the local level.

**Section 5.** Employees shall have the option of receiving any subsidies due under this Article at their facility.

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**ARTICLE 80  
EMPLOYEE RECERTIFICATION**

**Section 1.** Performance and non-performance related recertifications will be conducted in accordance with FAA Order 3120.4 and FAA Order 7210.56.

**Section 2.** Whenever a decision has been made by the Agency to decertify an individual, the employee will be notified of the specific reasons for this action in writing within five (5) administrative workdays of the decertification. This notification shall include the reason(s) for the decertification. Decertification may encompass all certified positions or be limited to individual position(s).

**Section 3.** A remedial training plan shall be developed for all performance related recertifications. Included in the remedial training plan shall be the specific reasons for the action. Remedial training shall normally begin within three (3) administrative workdays of the notice of decertification. The employee will be provided with a copy of his/her remedial training plan.

**Section 4.** Upon request, an employee shall have the opportunity to review the information used in making the determination to place him/her in a recertification program, and to discuss the reasons for making the determination with his/her immediate supervisor, or designee.

**Section 5.** An employee who has been decertified may have his/her schedule modified to align with the days and times that other duties are assigned, including changing regular days off and adhering to the tour of duty of the organizational segment to which they are assigned. An employee who is undergoing performance related training may have his/her schedule adjusted to ensure closer supervision.

**Section 6.** Recertification may be accomplished by individual position or a single action covering multiple positions.

**Section 7.** If further action is necessary, performance deficiencies will be addressed in accordance with Article 20 of this Agreement.

**Section 8.** Unless expressly contained in this Agreement, any proposed changes to FAA Order 7210.56 or FAA Order 3120.4 or any other law, rule, regulation, or any order dealing with Employee Recertification, are subject to negotiations in accordance with Article 7 of this Agreement.

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**ARTICLE 81  
HAZARDOUS DUTY PAY**

**Section 1.** Hazardous duty pay differential(s) shall be paid by the Agency in accordance with 5 CFR Part 550, Subpart I.

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**ARTICLE 82  
AERONAUTICAL CENTER**

**Section 1.** The Parties recognize the right and responsibility of the Union to represent bargaining unit employees, as specified in Article 2, Section 1 who are in attendance at the Mike Monroney Aeronautical Center.

**Section 2.** The Agency shall provide the Union with a bulletin board for the posting of Union materials in a non-work area frequented by bargaining unit employees. When wall space is not available for an Agency bulletin board, a Union bulletin board will not be provided.

Union literature placed on the Union bulletin board must not:

- violate any laws or regulation,
- contain items relating to partisan political matters,
- violate the security of the Agency.

Should a dispute occur regarding the nature of posted material, the Agency, at the National level, shall contact the NATCA Director of Labor Relations and explain the dispute. The Union shall, within 72 hours of the initial notification, investigate the Agency's contentions and notify the Agency of its determination of whether the posting shall be removed. If the Union determines that the posting will not be removed, the Agency may pursue the dispute using the terms of this Agreement. The Union agrees that all postings will be on a designated Union bulletin board only. The Union may, at its own discretion and expense, install a locking glass cover on their bulletin board.

**Section 3.** The Union and all members of the bargaining unit shall be afforded all representational rights under this Agreement while at the Aeronautical Center.

**Section 4.** The Parties agree that the Aeronautical Center Management has no responsibility or authority to negotiate with the Union. However, the Agency will designate a point of contact at the Aeronautical Center to assist the members of the unit and Union officials.

**Section 5.** Any grievance filed by bargaining unit employees temporarily assigned to the Aeronautical Center shall be processed at their facility of record. All grievances shall be initiated with the Agency's representative in accordance with Article 9 of this Agreement.

**ARTICLE 83**  
**SENIORITY**

**Section 1.** Seniority will be determined by the Union.

**Section 2.** The Union may only change seniority one (1) time during the life of this Agreement.

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**ARTICLE 84**  
**DISABLED VETERANS AFFIRMATIVE ACTION PROGRAM**

**Section 1.** The Agency agrees that it has an obligation to assist disabled veterans who, by virtue of their military service, have lost opportunities to pursue education and training oriented toward civilian careers.

**Section 2.** The Agency agrees to comply with the Department of Transportation's Disabled Veterans Affirmative Action Program as required by 38 USC, Chapter 42.

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**ARTICLE 85**  
**ACCOMMODATION OF DISABLED EMPLOYEES**

**Section 1.** For the purpose of this Article, a disabled employee is a medically qualified employee whose permanent disability renders him/her unable to perform his/her duties at his/her present facility.

**Section 2.** A disabled employee shall receive priority consideration at his/her request, to any facility with an existing vacancy at which the employee's disability does not preclude him/her from performing such duties.

**Section 3.** Nothing in this Article is intended to limit the applicability of the Rehabilitation Act of 1973, as amended, including the employee's right to reasonable accommodation.

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**ARTICLE 86**  
**CAREER TRANSITION ASSISTANCE**

**Section 1.** Unless otherwise specified in this Agreement the Agency will provide career transition assistance in accordance with Human Resource Policy Manual, EMP-1.22 (Career Transition Program), to all employees who have received a FAA reduction-in-force (RIF) separation notice or who have been separated through RIF procedures in the FAA (displaced employees) as well as to employees who are likely to face displacement through anticipated FAA RIF or internal reorganization/realignment to a different position (surplus employees).

**Section 2.** A Certification of Surplus Status (CSS) will be issued by the head of the LOB or his/her designee within thirty (30) days of the determination that an employee is surplus and can cover a period of up to six (6) months. Certifications may be renewed in increments of up to six months each for as long as the employee is surplus.

**Section 3.** An employee who has declined a directed reassignment or transfer of function reassignment outside the local commuting area and who has received a proposed separation notice or has been involuntarily separated will be considered an affected employee.

**Section 4.** The Agency will make every reasonable effort to provide surplus employees with up to sixteen (16) hours of duty time per pay period to pursue career transition activities.

**Section 5.** The Agency agrees to provide displaced employees with a minimum of thirty-two (32) hours of duty time per pay period. Subject to staffing and workload affected employees will receive up to thirty-two (32) hours of duty time per pay period to pursue transition activities.

**Section 6.** Surplus, displaced, and affected employees shall be given reasonable access to Government local and long distance telephone service, copy machines, computers, Internet access and e-mail, and printers and fax machines, where available. This equipment may be used to pursue transition activities when not in use by the Agency.

**Section 7.** The Agency shall supply closeout performance evaluations to any displaced or affected employee who has been working under an existing position description for at least ninety (90) days.

**Section 8.** Affected employees who have received a proposed separation notice, but who have not yet received a final separation notice, shall receive priority consideration for vacancies within the Air Traffic Organization (ATO) for which they are qualified, within the local commuting area.

**Section 9.** For two (2) years following their date of separation, affected employees shall be given first consideration for reemployment into a vacant FAA position in which they are qualified for under the following conditions:

- a) the vacant position is at or below the grade level from which the individual was separated,
- b) the area of consideration stated in the vacancy announcement includes any non-FAA applicants,
- c) the individual submits a timely application under the vacancy announcement, and
- d) the individual includes with his/her application, a copy of the first consideration eligibility letter that was provided with the separation notice.

First consideration means that the resume/application of the involuntarily separated applicant(s) for a position will be forwarded to the selecting official for consideration ahead of candidates outside the Agency. Relocation expenses are not authorized for affected employees under the provisions of this Article.

**Section 10.** Affected employees who are involuntarily separated shall be provided a letter explaining their eligibility for first consideration. This letter shall be given to an employee simultaneous with the final separation notice.

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**ARTICLE 87**  
**FLEXIBLE SPENDING ACCOUNTS**

**Section 1.** The Agency has adopted a Federal Flexible Spending Account (FSA) program that was initiated by the Office of Personnel Management (OPM). A Health Care FSA pays for the uncovered or unreimbursed portions of qualified medical costs. A Dependent Care FSA provides for the payment of eligible expenses for dependent care.

**Section 2.** Should OPM change any portion of the program, the Agency agrees to adopt the provision(s) and provide notification to the Union and bargaining unit employees.

**Section 3.** The Parties agree that all bargaining unit employees covered by this Agreement are eligible to participate in the flexible spending account program, as long as they meet the eligibility criteria established by OPM.

**Section 4.** The Agency agrees to post the FSA website address at each facility in a place frequented by bargaining unit employees.

**ARTICLE 89**  
**GOVERNMENT TRAVEL CHARGE CARD**

**Section 1.** Employees who are required to travel a minimum of two (2) or more times a year may be issued a Government contractor-issued charge card for official travel.

**Section 2.** Employees will use the card to pay for official travel expenses to the maximum extent possible for transportation, lodging and car rental expenses.

**Section 3.** In order to ensure that employees are protected from adverse impact caused by their use of the card, the provisions listed below apply. These provisions are subject to mid-term bargaining, in accordance with Article 7 of this Agreement, as a result of any negotiations between GSA and the travel charge card issuers.

- a. Employees will not be required to pay the disputed portion of a billing statement until resolution of the disputed amount.
- b. Employees will not be responsible for any unauthorized charges in accordance with the cardholder agreement. Employees will notify the bank and the Agency as soon as they become aware of any unauthorized use of the card or the account.
- c. Employees will not be responsible for any charges incurred against a lost or stolen card provided the employee reports such loss within forty-eight (48) hours of their discovery.
- d. Accounts will not be reported to a commercial credit bureau unless delinquent for more than one hundred twenty (120) days.
- e. The terms of the charge card agreement and a guide for the proper use of the card, billing, resolution of transaction disputes, suspension/cancellation procedures, and Privacy Act notice will be provided at the time the travel charge card is issued.
- f. The Agency shall ensure that cash limits for ATM access are commensurate with the employees' assignment.

**Section 4.** Employees shall be reimbursed for transaction fee(s) charged for ATM cash advances received due to official travel and travel-related expenses as set forth in the FAATP.

**Section 5.** The travel card may not be used for purposes other than for those associated with official travel.

**Section 6.** The Agency shall timely process all employee travel vouchers, in accordance with Article 96 of this Agreement, to ensure that employees are promptly reimbursed for all allowable travel-related expenditures.

**Section 7.** If the Agency does not process an employee's travel voucher in a timely manner, which results in an employee's delinquent payment, the delinquent payment (sixty (60) days or more past due), will not serve as the basis for disciplinary action.

**Section 8.** If a valid reason precludes an employee from filing a timely claim for reimbursement, which results in delinquent payment, the delinquent payment will not serve as a basis for disciplinary action.

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**Section 9.** If an employee's charge card privileges have been terminated because of misuse or delinquency, the employee shall be provided a ticket for transportation if one is required.

**Section 10.** If an employee's credit limit on their government travel charge card is reduced due to infrequent travel, the employee may contact their travel charge card coordinator to have their limit raised to a limit commensurate with the employee's travel plans. The limit shall be raised prior to requiring the employee to travel provided that the request is made at least three (3) business days prior to the commencement of travel. A current list of contact information for travel charge card coordinators shall be maintained on the ABA website.

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**ARTICLE 90  
LEAVE TRANSFER**

**Section 1.** The Parties agree with the leave transfer program, which provides for the voluntary transfer of unused accrued annual and sick leave from a leave donor for use by an approved leave recipient.

**Section 2.** An employee may make a written application to the Agency to become a leave recipient. If an employee is not capable of making an application on his or her own behalf, a personal representative of the potential leave recipient may make a written application on the employee's behalf. Each application shall be accompanied by the following information concerning each potential leave recipient:

- a. the name, position title and grade or pay level of the potential leave recipient;
- b. the reasons transferred leave is needed, including a brief description of the nature, severity and anticipated duration of the medical emergency and, if it is a recurring one, the approximate frequency of the medical emergency affecting the potential leave recipient;
- c. certification from one (1) or more physicians, or other appropriate experts, with respect to the medical emergency, if the potential leave recipient's employing agency so requires; and
- d. any additional information that may be required by the potential leave recipient's employing agency.

**Section 3.** A leave recipient may use leave transferred to the leave recipient's accounts only for the purpose of a medical emergency for which the leave recipient was approved.

**Section 4.** Leave transferred under this Article may be substituted retroactively for a period of leave without pay or used to liquidate an indebtedness for advanced annual or sick leave granted on or after a date fixed by the leave recipient's employing agency as the beginning of the period of medical emergency for which LWOP or advanced annual or sick leave was granted.

**Section 5.** An employee may submit a voluntary written request to the Agency that a specific number of hours of the donor's accrued annual or sick leave be transferred from the donor's leave account to the leave account of a specified leave recipient.

**Section 6.** Limitations on donation of annual leave are as follows:

- a. In any one (1) leave year, a leave donor may donate no more than a total of one-half of the amount of annual leave they would be entitled to accrue during the leave year in which the donation is made.
- b. In the case of a leave donor who is projected to have annual leave that otherwise would be subject to forfeiture at the end of the leave year, the maximum amount of annual leave that may be donated during the leave year shall be the lesser of:

- (1) one half (1/2) of the amount of annual leave they would be entitled to accrue during the leave year in which the donation is made; or

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(2) the numbers of hours remaining in the leave year (as of the date of transfer) for which the leave donor is scheduled to work and receive pay.

- c. The Agency shall establish written criteria for waiving the limitations on donating annual leave under paragraphs (a) and (b) above. Any such waiver shall be documented in writing.

**Section 7.** A leave donor may request that a specific number of hours be transferred from their sick leave account to the leave account of a leave recipient so long as the donor's sick leave balance remains at a minimum of two hundred forty (240) hours.

**Section 8.** While a leave recipient is in a shared leave status, annual and sick leave shall accrue to the credit of the leave recipient at the same rate as if they were in a paid leave status except that:

- a. the maximum amount of annual leave that may be accrued by a leave recipient while in a shared leave status in connection with any particular medical emergency may not exceed forty (40) hours, (or in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours in the leave recipient's weekly scheduled tour of duty); and
- b. the maximum amount of sick leave that may be accrued by a leave recipient while in a shared leave status in connection with any particular medical emergency may not exceed forty (40) hours (or, in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours in the leave recipient's weekly scheduled tour of duty).

Any annual or sick leave accrued by a leave recipient under this section shall be transferred to the appropriate leave account of the leave recipient and shall become available for use:

- a. as of the beginning of the first pay period beginning on or after the date on which the leave recipient's medical emergency terminates; or
- b. if the leave recipient's medical emergency has not yet terminated, once the leave recipient has exhausted all leave made available to them.

**Section 9.** Restoration of unused transferred leave shall be in accordance with the Agency's existing rules.

**DEFINITIONS:**

**Leave donor:** An employee whose voluntary written request for transfer of annual or sick leave to the leave account of a leave recipient that is approved by the Agency.

**Leave recipient:** A current employee with a medical emergency for whom the Agency has approved an application to receive annual or sick leave from the leave accounts from one or more leave donors.



**Medical emergency:** A medical condition of an employee or a family member of such employee that is likely to require an employee's absence from duty for a prolonged period of time and to result in a substantial loss of income to the employee because of the unavailability of paid leave.

**Paid leave status:** The administrative status of an employee while the employee is using annual or sick leave accrued or accumulated.

**Shared leave status:** The administrative status of an employee while the employee is using transferred leave.

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**ARTICLE 91  
INTERCHANGE AGREEMENT**

**Section 1.** The Agency shall actively pursue an interchange agreement with the Office of Personnel Management (OPM) which would ensure portability for employees to other agencies in the competitive service.

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**ARTICLE 92**  
**PERSONAL PROPERTY CLAIMS**

**Section 1.** As specified in the FAA Order 2700.14B, dated 12-19-83, employees may make claims for damage or loss of personal property resulting from incidents related to the performance of their duty. The Agency shall assist the employee in the proper filing of their claim.

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**ARTICLE 93  
SELF-REFERRAL**

**Section 1.** An employee who voluntarily identifies himself or herself as someone who uses illegal drugs or misuses alcohol, prior to being identified through other means, shall not be identified to the Agency on the first occurrence of such self-referral, for the purposes of taking disciplinary action.

**Section 2.** An employee may self-refer except under the following circumstances:

- a. the employee has received specific notice that he/she is to be tested for drugs or alcohol;
- b. a substance abuse staff has arrived at the employee's facility to conduct testing;
- c. the Agency is awaiting the results of a drug test taken by the employee;
- d. the employee has previously completed an Agency-approved rehabilitation program in accordance with DOT Order 3910.1C; or

**Section 3.** An employee who voluntarily self-refers under this Article shall not be subject to disciplinary action based only on substance abuse, if the employee:

- a. obtains counseling through the Agency's Employee Assistance Program, and completes EAP recommended rehabilitation; and
- b. refrains from any further use of illegal drugs or alcohol misuse in accordance with the policy of DOT Order 3910.1C.

**Section 4.** The flight surgeon shall contact the employee's facility manager and notify him/her of the approximate length of time that the employee will be temporarily removed from their safety sensitive duties for medical reasons. The nature of the medical problem shall not be released.

**Section 5.** An employee who uses sick leave in connection with rehabilitation under this Article shall not be required to provide a medical certificate under Article 25.

**Section 6.** When the employee has sufficiently recovered, he/she will be scheduled for return to duty substance testing. Upon passing the return to duty test, the employee's facility manager shall be informed that the employee is no longer removed for medical reasons, and may return to their normal duties. If the employee does not pass the return to duty test, the employee's manager will be informed and the employee offered an opportunity to enter into a last chance agreement.

**Section 7.** All follow-up testing shall be conducted in a manner that will protect the privacy of the employee and whenever feasible, be conducted off the facility grounds.

**Section 8.** If the employee adheres to his/her rehabilitation/treatment plan, and all the employee's follow-up test results are negative for a period of one (1) year, the employee will have successfully completed the rehabilitation program. A last-chance agreement will not be required in order for the employee to enter into the rehabilitation plan.